



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

Ref No: AAI/CNS/SMU/HYD/Soldering Stations/PO/2023/

Date: 25/09/2023

To,

**M/S MEL SYSTEMS AND SERVICES LIMITED
173 DEVELOPED PLOTS ESTATE,
PERUNGUDI, CHENNAI - 600096 TAMIL NADU**

Subject: Purchase order for Supply of "Soldering Stations METCAL CV-5210 With accessories – Qty.3" at SMU, Hyderabad.

Ref: Tender ID: 2023_AAI_162427_1 in CPP Portal

Dear Sir,

Airports Authority of India (AAI) herein after referred to as purchaser, is pleased to place a purchase order for supply of " **Soldering Stations METCAL CV5210 With accessories – Qty.3**, at SMU, Airports Authority of India, Begumpet Airport, Hyderabad **duly complying with the Technical specifications mentioned in Section 3 of tender document** from M/S MEL SYSTEMS AND SERVICES LIMITED, Chennai **hereinafter** referred to as supplier/Contractor.

1.0. Price :

1.1 The "Soldering Stations METCAL CV-5210 With accessories – Qty.3," as per **Section "A" enclosed** will be supplied by M/S MEL SYSTEMS AND SERVICES LIMITED, Chennai at a total cost of **INR Rs. 7,07,019/- (Rupees Seven Lakhs Seven Thousand and Nineteen only)** which includes freight ,Insurance, Delivery and other applicable duties, taxes & 18% GST etc. This price is firm and fixed.

2.0. Delivery Schedule :

2.1. The supply of the items/systems including accessories mentioned in the tender shall be successfully completed within 12 weeks from the date of acceptance of supply order from AAI as per Tender Document.

3.0. Terms of Payment :

3.1. No mobilization advance shall be paid.

(S.V. Venkata Prasad)



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3.2. The payment to supplier shall be made as per Tender document, Section-II, Clause 15, subject to receipt and confirmation of PBG (10% of PO Value) by Issuing bank in the following manner:

- i) No mobilization advance shall be paid.
- ii) Payment will be released only towards supply of **Soldering Stations METCAL CV-5210 With accessories – Qty.3**

100% payment towards (ii) shall be released to the supplier/Contractor on submission of documents in original as below.

- a) Invoice – in triplicate
- b) Itemized Packing list with cost of each item - 3 copies
- c) Certificate of goods received at site in physically good condition issued by authorized representative of AAI.
- d) Certificate of satisfactory testing / working, issued by authorized representative of AAI.

4.0. Paying Authority:

4.1. The General Manager (CNS)-SMU, Airports Authority of India, Begumpet Airport, Hyderabad -500016.

5.0. Consignee Address:

The General Manager (CNS)-SMU, Airports Authority of India (AAI), SMU, Begumpet Airport, Begumpet, Hyderabad-- 500 016, Telangana, India.

TELE/FAX: 040-27900149

Email: smuvohy@aai.aero / gmsmuvohy@aai.aero

6.0 Liquidated Damages:

6.1 If the supplier fails to complete the supply of items within time fixed under the contract the supplier shall pay to the AAI without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated at 0.5% of the total value of the undelivered items per week or part thereof subject to a maximum of 10% of total contract value. If the uncompleted work, restricts the operation of complete system then LD shall be applicable to total value of contract with approval of Competent Authority.



7.0 Time: The essence of Contract:

- 7.1 The time and duration of completion of the supply as contained in the Tender and as agreed to contractually after modifications, if any, shall be final and binding upon the contractor. It must be understood that the contractor has made the bid after fully considering all such factors which may have any bearing on the time schedule of the contract, and no extension in the schedule whatsoever shall be permitted on these accounts by AAI unless any delay attributable to acts or omission of the purchaser.

8.0 Delay & Non-Conformance:

- 8.1 In case of time schedule including approved delay with or without levy of liquidated damages for late delivery of items/systems/equipment or late completion of Contract whichever if applicable as contained in Para 6 & 7 above not being adhered to, AAI shall have the right to cancel the order wholly or in part thereof without any liability of cancellation charges and procure the goods elsewhere in which case the successful bidder shall make good the difference in the cost of goods procured elsewhere and price set forth in the order with the successful bidder. In the event of rejection of non-conforming goods, the successful bidder shall be allowed to correct the non-conformities without extension in delivery period. If successful bidder fails to do so within the stipulated time, the purchaser shall have the right to take recourse to 6.1, Section-II of Tender document.

9.0 Performance Bank Guarantee:

- 9.1 The bidder, whose tender is accepted, within 30 calendar days of the issue of letter of acceptance of the bid/ acceptance of PO, shall submit the performance guarantee of 10% of PO value (Ten Per Cent) to AAI in the form of an irrevocable and unconditional bank guarantee on a Nationalized / Scheduled Bank, as per Performa attached as **Annexure- I of this Purchase order.**
- 9.2 In case, the successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from PO value. In case successful bidder fails to submit performance bank guarantee within 60 days, AAI reserves the right to cancel the order.



- 9.3 The Performance Guarantee shall be valid for 6 months beyond the warranty period as per Para 16 of Section-B of Tender or shall remain valid as per provisional extension granted by AAI. If the agency fails to extend the validity of the Performance Guarantee, the same shall be en-cashed by AAI with or without notice.
- 9.4 The guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
- 9.5 The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to the other provisions of the guarantee.
- 9.6 The successful and satisfactory operation of the items/equipment supplied in accordance with the specifications and other relevant documents.
- 9.7 The equipment/product supplied shall be free from all defects of design, material and workmanship and upon written notice from AAI, the successful bidder shall fully remedy, free of expenses to AAI, all such defects as developed under the normal use of the said equipment/product within the period of guarantee/warranty.
- 9.8 The performance guarantee is intended to secure the performance of the entire equipment. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 9.9 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest

10.0 Force Majeure

- 10.1 AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time



limit for completion of the work in above-mentioned cases is subject to the following procedures.

- 10.2 That within 10 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence of Force Majeure Condition (as per Annexure-IV to the tender document) and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application to AAI for extension of time.
- 10.3 That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- 10.4 That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.
- 10.5 That the contractor proves that the delay occurred is not due to his own action or lack of action.
- 10.6 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

11.0 Arbitration and Laws:

- 11.1 Except where otherwise provided for in the Tender/contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman AAI. The venue of Arbitration shall be **Hyderabad, India**. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
- 11.2 It is the terms of the contract the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 11.3 Indian laws shall govern this contract.



12.0 Effect and jurisdiction of the contract :

- 12.1 The contract shall be considered as having come in to force from the date of acknowledgement receipt of this PO by the supplier.
- 12.2 The Law applicable to this contract shall be the Law enforced in India. The court of Hyderabad shall have exclusive jurisdiction in all matters arising under this contract.

13.0 Guaranty / warranty:

- 13.1 Complete System/items shall be guaranteed against all defects for a satisfactory performance of the system, as per all the listed features, for a period of minimum of **12 months from the date of satisfactory testing / acceptance of the Soldering stations.**
- 13.2 The supplier shall attend at his own expense and get the defect removed in the items as detected by AAI during the period of warranty.
- 13.3 Successful bidder shall replace the unserviceable items failed during the warranty period, within 2 days/reasonable time duly Approved by GM (SMU) Hyderabad.
- 13.4 LD due to delay in replacing item during warranty shall be calculated as follows: During the warranty period bidder shall replace the unserviceable Product/item within 2 days. If any delay in replacing of a un serviceable item beyond the approved period the value of recovery shall be at the rate of 1% of value of performance Bank Guarantee per item for each day. Part of a day shall be treated as a one day. Maximum value of recovery shall not be more than 50% of value of performance Bank Guarantee. Remaining 50% value of Performance Bank guarantee can be recovered towards non-performance of Product/Equipment as per tender condition/scope of the contract. Case for such recovery shall be initiated at least two months in advance before the expiry of Performance Bank Guarantee.
- 13.5 AAI reserves the right to encash complete value of performance Bank guarantee if the performance of Product/Equipment is not satisfactorily without assigning any reason.



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14.0 Termination of contract at purchaser's initiative:

- 14.1 The purchaser reserves the right to terminate the contract either in part or in full in case the contractor fails to meet the terms and conditions as stipulated in this contract. The purchaser shall in such an event give 15 days' minimum notice in writing to the contractor of his decision to do so.

15.0 Packing and Marking:

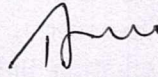
- 15.1 All packing should be strong enough to withstand rough handling by loaders, un-loaders and other transporters. fragile article should be packed with special precaution and should bear the marking like "fragile", "Handle with Care " and "This Side up " etc.
- 15.2 All protrusions and threaded fittings shall be suitably protected.
- 15.3 The supplier shall be held liable for all damages or breakage of the goods attributable to defective or insufficient packing as well as for corrosion due to insufficient protection.
- 15.4 In case supplier is responsible for delivering the items up to site, then the contractor shall send the goods to ultimate AAI owned user consignee sites, in a fully packed condition as per requirement of component/equipment and fully insured.

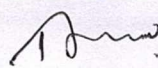
16.0 Onsite Demo:

- 16.1 Supplier shall arrange for Onsite Demo and familiarization of Item / product supplied, for final acceptance of the items. Further the supplier shall provide at least one set of hard copy of Technical and user manual along with each Soldering.

One copy of this purchase order may be returned duly signed as acceptance of this Purchase order.




25/09/2023.
S.V.Venkata Prasad
Jt.GM(CNS)
For General Manager (SMU)
Airports Authority of India
Hyderabad





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SECTION-A

List of Deliverables:

A) For supply of **of Soldering Stations CV 5210with accessories —Qty.03** (As per Annexure – II of Tender document)

S N	Item Description	Q T Y	Basic Rate per Unit (INR).M/S MELSS	GST Per Unit (INR)	Total Amount inclusive of Taxes	Total Amount inclusive of Taxes for 3 Sets(INR)
1	Soldering Station consists METCAL CV-5210 of Base Station dual port with Power Supply to carry out soldering for SMD components like SOIC, SOP, PLCC, QFP etc. Accessories: 1. Soldering Hand Piece 2. Tweezers Hand Piece 3. work stands for Hand piece & Tweezer hand Piece 4. Compatible Large Chisel Cartridge for Soldering Handpiece 5. Compatible Chisel 30° Cartridge for Soldering Handpiece 6. Compatible Conical Cartridge for Soldering Handpiece 7. Compatible Blade (Short) Cartridge for Soldering Handpiece 8. Compatible Blade Cartridge 2mm for Tweezer Handpiece 9. Compatible Blade Cartridge 6.35mm for Tweezer Handpiece 10. Compatible Blade Cartridge 15.75mm for Tweezer Handpiece 11. Compatible Blade Cartridge 20.6mm for Tweezer Handpiece	3 S e t s	1,99,723	35,950.14	2,35,673.14	7,07,019
TOTAL IN FIGURES						7,07,019

Total Rupees Seven Lakhs Seven Thousand Nineteen only.



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ANNEXURE-I

PERFORMA FOR PERFORMANCE BANK GUARANTEE

In consideration of the Chairman, Airports Authority of India (Here in after called "AAI") having offered to accept the terms and conditions of the proposed agreement between _____ and GM(SMU), AAI, Hyderabad (here in after called "the said Contractor(s)") for the works "Supply of **Soldering Stations METCAL CV 5210with accessories —Qty._**" for SMU, Hyderabad (here in after called "the Said agreement" vide Order No: _____ Dated: _____ having agreed to production of irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We (_____) (indicate the name of the Bank) (here in after referred to as "the bank") here by undertake to pay to the chairman, AAI an amount not exceeding Rs. _____ (Rupees _____ only) on demand by AAI.

2. We (_____) do here by undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractors. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We the said Bank further under take to pay to the chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating there to, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractors shall have no claim against us for making such payment. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in force and effect



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during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of AAI under or by the virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the project Incharge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the contractor.

5. We _____ (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the agreement or to

Extend time of performance by the said contractors from time to time or to postpone for any time or from time to time any the powers exercisable by AAI against the said contractors and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any forbearance, act or omission on the part of AAI or any indulgence by the AAI to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect so relieving us.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractors.

6. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

7. This guarantee shall be valid up to _____ unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ (day) of _____ (Month) _____ (year)

For _____ (indicate the name of bank)